

1882-054 Chancery Causes: Campbell Slump & vs. Ira G. Sprinkle &
Lee Co.

Reasor, Young, Marion, Stout, Richmond, Cook, Morgan,
C. Cook & Son, Carnes, Drake, Crabtree, Garrett, Litton,
Hurst

CA-Debt
T-Property

-Deed

To the Honorable John A. Kelly Judge of
the Circuit Court of Lee County Va.

Your Orators, Campbell Slemph and James
H. Pearson, humbly complaining sheweth unto
your Honor - That heretofore to wit on the
day of 187 , one George W. Young admin-
istrator of the estate of John P. Mariner dec'd
obtained against your Orators, Alexander D. Stout
Joa F. Sprinkles & John Slemph, a judgement
for \$378.88 and legal interest thereon from the 1st
day of May 1868 till paid and \$10.14 costs.

The said Alexander D. Stout was principal and
your Orators, and the said Joa F. Sprinkles John Slemph
were his securities in the bond on which said
judgement was rendered. The said Stout
was & still is wholly insolvent, and so is one
of their co securities John Slemph - so that said
judgement has been paid by your Orators, and
the said Stout, Sprinkles and John Slemph have not
paid any part thereof. The said judgement
having been fully satisfied by your Orators, they
are advised that said Sprinkles, & John Slemph as
their co-securities, bound to contribute their share
to your Orators; and the said John Slemph being
also insolvent the said Sprinkles & your Orators will
have to bear each one third of said burden, &
that your Orators are further advised that said
Sprinkles will under these circumstances be com-
pelled.

to contribute his one third to your creditors.
The said Judgement was on the day of
187 properly docketed and indexed in the judgement
lien book kept in the office of said County and
became a binding and subsisting lien on your
craters & the said Sprinkles land from that time
forward. And your craters are advised that the
lien thus created in favor of the judgement
creditor, remains in force in favor of your
craters who have paid the debt, and that a court
of equity will substitute your craters to the
right and remedies of said young Adams
against said Sprinkles & enforce said lien
for their benefit. The said Sprinkles owns
valuable real estate situated at the village of
Tradersville in this County, whereon the said
Sprinkles now & for several years has resided
on which said lien exists. These lands are
are properly described in a deed of Trust
executed by said Sprinkles on the 17th day
of July 1868 to which reference is here made for
more particular descriptions as to meter and
boundaries. This deed, and a copy thereof
marked "B" and transcript of said Judgement
marked "A" will be found filed with this bill
and is prayed to be considered herewith as a
part hereof. By an inspection of said
deed of Trust it will be seen that one

Wm S. Hurst is trustee and that it pretends
to secure to M. D. Richmond a note of \$39.48
due 1st day of Dec. 1860. One other note to same
due 11th Jan. 1861, for \$96.89, subject to a credit of
\$3.71. One other note due to same 5th April 1862
for \$26.51. Subject to a credit June 6th 1867 of \$150.
One note to C. Cooks estate due March 1861 for \$26.36
One note to C. Cook & Son due March 18th 1861 for \$45.27
One note to Wm P. Minter for the benefit of C. Cook & Son
due January 1868, for \$14.92. 2 notes due to H. J.
Morgan adm. of Wm Carver estate for \$36 due Nov 7.
1864. Two notes to H. J. Morgan as cur. amounting
to \$188. being interest from Aug 20th 1866. One other
note executed by said Wm P. Sprinkle and Wm S
Hurst to Henry J. Morgan for \$96.14 due July 17th 1868
One note due Martin Drake for \$150 - One note
due Elkanah Flannery as security. One note due
John Smythe for \$67. due 1866. - One note due George
Orathie as adm of James Ganett for \$20.00 due
March 1868, One note due H. J. Litten for \$116.25 -
with various credits - Your orator alleges that all
these debts have been settled & paid by said
Sprinkle, or even if they have not been so
done that said trust upon its face shows such
badges of fraud & an effort to hinder delay &
defraud the creditors of said Sprinkle as would
render it absolutely null & void. Your orator
alleges that said deed of trust was executed

To hinder delay and defraud the creditors of the said Sprinkle and especially the said Young whose debt is the foundation of the judgment herein -

The object of this bill therefore is to have said deed of trust set aside counted for naught & held void - To have your orators substituted to the rights and remedies of the said Young and said judgment been enforced for one third of said judgment & costs; and said land or so much thereof as may be necessary sold to pay the same that an account be taken showing how much of the debts secured in said trust still remains unpaid - That each of said creditors be compelled to disclose the amounts due each of them.

The premises considered therefore these prayers is that Mrs F. Sprinkle, John S Kemp, George W. Young administrators of the estate of John Marion deceased, Alexander D. Stout, M. D. Richardson John M. Leach and Charles F. Cook administrators of the estate of Charles Cook deceased, & John M. Leach as the surviving partner of C. Cook & Sons. Henry J. Morgan in his own right, and as the administrator of the estate of Wm Carnes deceased, and also as Commissioner, Martin Drake George S. Crabtree administrators of the estate of James Ganett deceased, S. J. Littere and Apollinaris S. Hurst trustee be made parties defendant to this bill and answer it.

admonishment of the court & of
S. J. Litter and Affiliates. That trustee be made
pertinaciously to this bill and answer its

allegations upon oath as fully & fairly as if put
by way of special interrogatories - That said
Sprinkle answer whether or not he has ever paid
any of said judgment, what sums & to whom
he has paid the same of the debts secured by said
deed of trust, how much remains, & what dis-
position was made of said personal property
That said Trustee answer & state how he has ex-
ecuted said trust and whether or not the same
was not executed for the purpose of hindering
delaying and defrauding said creditors of the
said Sprinkle, and only intended to delay the
collection of said debt. and that each of
said creditors answer how much is still due
them. And on a hearing a decree be rendered
substituting your orators to the benefit of said former
judgment lien on the said Sprinkles land, that
so much of the same (unless the rents will in
five years pay the said judgment to cash) be sold
as will your orators claim. And for all other
further & General relief may Supra issue &c.

Hagan & Pridemore

Cor Clerk \$ 11.30 July 1881

H.P.

C 1.48
A 15.00
8 12.00
\$39.78

Campbell, Slump & al

vs } Bill chq

Ira G. Sprinkles do,
Exhibits filed & D.

1876 July Bill Filed & D.
Executed & Decree nisi.
" Aug Decree nisi Cont'd &
set for hearing by Pliffs.
" Aug 100 Cont'd.
1877 Apr Decree & Cont'd.
" Aug 100 Cont'd.
1878 Mar Aug 100 Cont'd.
1879 Mar Aug 100 Cont'd.
1880 Mar Aug 100 Cont'd.
1881 Mar Continued.
" August Cont'd.
1882 Mar Continued.
" Aug Decree final.

In presence of Settlement

Ex 114 c

~~James H. Sprinkle et al.~~

~~Defendant~~

~~Ira G. Sprinkle et al.~~

This cause came
on again this day upon the papers
formerly read ^{and the oral testimony of counsel} and the plffs admitting
by their counsel that the debt and
costs in the bill mentioned have been
fully paid to the plff. This cause
is stricken from the docket.

Campbell Humphreys

U.S. ~~Seene~~
Final

Ira G. Sprinkles

Aug. 7. 1882

Entered Page 272

J. A. Hyatt
Clerk

Enter this

Sept 5th 1882

In A.K.

5 *Empir & Reason* P. 11
 against

} luche.

This cause came on

Spindle the sum of \$97.50 1/2 with legal interest on \$94.72, part thereof from the first day of May 1868, til paid - and that they recover the like

Sum of \$97.50% with legal interest ~~therefrom~~
~~the said first day of May~~ on \$94.72 paid thereof
 from the said first day of May 1868, from John
 Smith that the heirs recover said the principal and their costs -

And unless the defendant sprinkle pay within 30 days from this date, the same herein due ~~from~~ ^{grains} him, ~~as same then~~ ^{to} some A. or who is hereby appointed a special commissioner thereof do proceed to rent said lands for the shortest period, to pay the said debt and costs. He will require the costs of rent & sale to be paid down, and for the residue require bond with good personal security made payable to himself as comr. But before proceeding to rent hereunder

~~the Commissioner will post due notice~~
 the renting will take place in front of the Court
 House door, on some Court day - He will sur-
 render the possession to the tenant, or if already
 occupied he will, ^{ascertain to whom and what} ~~perform any contracts~~
~~rents are due & when due~~
~~already made, and require the rent of each~~
~~tenant to be paid into him~~ - But before pro-
 ceeding to rent he will post notice on front
 of the Court House door of this County and in
 one or more public places in the neighborhood
 where the land lies setting out time terms and
 place of sale. ^{for at least 24 days before renting}
~~He will report his action to the~~
~~Court from time to time~~ but execution may issue on
 the sum herein decreed against, Said Sheriff - The
 Commissioner will report his action to this Court
 from time to time as the cause is continued

Campbell Sheriff

W. Deane

J. G. Spradley

Entered page 644.
 Jas. W. W. Clerk

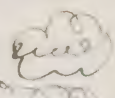

Enter
 J. G. H.
 Apr. 6/77

This deed made this 17th day of July in the year 1868, between Ira G. Sprinkle of the one part, and William S. Hurst of the other part, witnesseth: that the said Ira G. Sprinkle doth grant, subject to the reservations, & conditions herein after named, unto the said William S. Hurst, the following property, to wit:— the following tracts of land or interest therein whether legal or equitable, that is to say, the tract of land upon which I now reside on Powell's river conveyed to me by deed of record from James Garrison, and also the tract adjoining the above, purchased of James M. Ben-able, and also, 16 acres divided by Charles Cook & A. L. Stout adjoining the tracts first named, also 50 acres lying above my home place on the North side of Powell's River, conveyed to me by Robert Travis, also 50 acres lying on the North Fork of Powell's which I purchased of Daniel Garrison, and upon which William Hurst now resides, and also the dower interest in the lands of the estate of Vincent Hobbs, which I purchased of Clarinda Hobbs his, widow & conveyed to her, & her husband, retaining a lien thereon for the purchase money, also all my personal property of every kind and description whatsoever consisting in part of two mares, 1 colt, 1 yearling filly and 1 Jack, 1 yoke of oxen, 3 milk cows, and calves, about 20 head of hogs, cows and shoats, about 35 head of sheep, one six horse wagon & yoke, 3 large plows plows, 4 shovel ploughs, 3 sets gears, hoes, shovels, mattocks &c including all farming utensils not herein before named, 14 Bee stands, 7 beds headboards and necessary bed clothes, 2 Bureaus, 1 sofa, 1 clock, 2 tables, 8 chairs, 1 clothes press, 1 large brass kettle, 1 large iron kettle, cooking utensils, cupboard ware and all other household

and kitchen furniture not herein before named. also
70 or 75 bushels of wheat now in stacks, about 250 dozen
oats in the shocks, about 40 acres of growing corn cultivated
by myself and all the rents that are now & will be due this
fall, from my rents and such crops as may be raised
or laid from now until the 1st day of January 1870.
Also one set of Blacksmith tools, and one set of carpenters
tools, and also all notes, bonds, accounts, or other evidences
of debt, which may be due and owing to me from any person
or persons whomsoever. The foregoing property is granted
and conveyed, subject to the following reservations, and
conditions, that is to say, the said grantor is to retain
full possession of said property except as modified
by other conditions & reservations until the 1st day of
January 1870 or until the expiration of the stay law
should it be extended beyond that period, and the said
grantor also reserves from the grants made in this
deed all the property, which the laws of the state
guarantee to him, free from distress or levy, and as to
the grain and crops herein granted, it is covenanted
and agreed between the grantor and grantee, that the grantor
is to retain and use of said grain and crops now pro-
duced or hereafter to be raised, so much only, as shall
be necessary for the support of the grantors family,
and the live stock before conveyed in sustaining and
fattening the same, and the residue the said trustee
under his supervision and control is to sell or dis-
pose of as he may think best, to discharge and pay
off interest & costs, which the law requires to be paid
now, and other executions, which are now pressing
the grantor. This last named property and all other herein
named, subject to the ^{foregoing} and subsequent conditions
and reservations is conveyed in trust to secure the payment

of the following debts, by the first day of January
1870, if then collectable, by law, that is to say, to
Mr. D. Richmond, 1 note due 25th December 1866, for \$39.45,
and one other note due the same day for \$96.87. subject
to a credit of \$3.71 Jan'y 11th 1861, and one other note due to
same the 5th of April 1862, for \$126.57, subject to a credit of a
horse June 6th 1867, at \$150. 1 note to C. Leach estate March
18th 1861 for \$26.36., 1 note to C. Cook & son dated March
18th 1861 for 45.27, 1 note to William P. Winterman for the
benefit of C. Cook & son, due Jan'y 30th 1868, for \$14.92. Sub-
ject to a credit September 1st 1867, \$11.25, two notes due
H. J. Morgan as admr of Carnes estate for 36th executed Nov. 7
1863, due 12. months after date, two notes due H. J.
Morgan as comr. amounting to \$185.00 executed Aug. 20th
1866, bearing interest from date, one half payable 20th
August 1867, and the other half, the 20th August 1868, one
other note executed by me (Bra G. of F. & Co) and William
S. Hurst to Henry J. Morgan for \$96.14 due 17th July 1868, 1 note
to Martin Drake for \$150 with Deborah Hanery my security,
which note was executed previous to the war, 1 note to
quire John Smith for \$67.00 given sometime in 1866. —
Bal of note to George Crabtree as admr. of James Daniels estate \$26.00
with J. M. Parsons security, 1 note to Lee Perree for \$20, given
in March 1868, 1 note in the hands of A. J. Lither due 1st
January 1862, for \$116.25 or July 27. 1865 by cattle \$36.00 & Feb. 15th
1867 by land \$84.38, 1 note in the hands of same due Feb.
9th 1861 for \$40.92. It is further covenanted and agreed
between the grantor and grantee that the tract of land, herein
first conveyed, as the place upon which the grantor resides
is subject to the following reservations, and conditions on account
of contracts, which the grantor has heretofore made with
the parties hereafter named, which said contracts, and the
rights arising thereunder, are expressly reserved from

the operation of this deed, that is to say, William Cox to occupy, the house & lot where he now lives, 10 years at \$35 per year, payable yearly, the first payment, the 1st April next, which sum is also conveyed in trust as above, to the grantee, he is also to have in addition pasture for two cows & two horses; and, and Circle Parsons is also to have a boundary off of said tract supposed to contain 25 acres for 15 years, for which he is to build a house &c, & pay one hundred dollars in the year 1868 & \$100. in the year 1869, both of which sums are hereby conveyed and transferred to said grantee in trust as aforesaid. Now, if the said debts hereinbefore named are not paid by the first day of January 1870, it is further covenanted and agreed between the grantor and the grantee that the latter may, when required by any creditor before named, sell as the law requires as to time and place, the personal property first, one half cash & the other half on 6 more time, with bond and good security, and should it become necessary to sell any of the real estate, it shall be sold as the law requires on six and twelve ^{months} time, taking bond & good security, and retaining a lien upon the land for the purchase money & in all other things and matters, the said Trustees shall proceed as the law requires. Witness the following signatures and seals -

(Signer) Ira ^{his} Sprinkle 
William T. Hurst ^{his} 

Witness in Guil County, Clerk's office, the 17 day of July, 1869. This instrument of bargain and sale for land and personal property between Ira & Sprinkle of the first part and William T. Hurst Trustee of the second part for the benefit of the creditors herein

named, of the order first, was acknowledged
before me, by the said Ira G. Sprinkle to be his
act and deed for the purposes therein mentioned,
and the said deed being duly stamped, is admitted
to record. Teste. J. B. West D. Clerk

I also desire and do hereby include in the foregoing
deed of Trust a note of \$72.76 due Elkannah
Flanery, executed the 17th of August 1868, and also
the following notes executed to George H. Clark now
in the hands of and due W. H. Warner, and admr. of
Ira Warner deceased to wit - one note for \$10.00
due January 1st 1860 subject to a credit of \$5. paid
Feb. 21st 1861 one note of \$62.81 due Feb. 21st 1861 sub-
ject to a credit of \$44.07. paid Decemr. 16th 1861 and one other
note due same of \$14.83 due January 31st 1861. Given
under my hand this 17th of Aug. 1868

Ira G. Sprinkle
maker

A copy

Teste - James W. Orr. Clk.

William S. Hurst Trustee

From S. Reed of
Trust

John G. Sprinkle

"A"

"B"

The Commonwealth of Virginia:

To The Sheriff of Lee County:—Greeting:

WE COMMAND YOU TO SUMMON

*Ira G. Sprinkle, John Slough,
George W. Young, Admors of the Estate of John Marion deceased, Alexan-
der D. Stettin, M. D. Richmond, John H. Cook, Charles J. Cook Admors of the
Estate of Charles Cook deceased, and John H. Cook as the surviving partner of
C. Cook & Son, Henry J. Morgan Commissioner, and Admors of the Estate of
Mr. Carnes dead and in his own right, Martin Drake, George A. Cratree,
Admors of the Estate of James Garnett deceased, A. J. Little and Mr. S. Hurst
Shawstee.*

to appear before the Judge of the Circuit Court of Lee County, at the Court-house, in the

Clerk's Office, *at July*
hibited in our said Court against

Rules next, to answer a bill in chancery, ex-

H. Reaser

hibited in our said Court against them by Campbell Slough and James

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the
Court-house, this *31st* day *May*, 1876; in the *10th* year of the Commonwealth;

James W. Orr, Clerk.

Campbell Stamp & other

vs Spain Chy.

Dr. H. Sprinklett

July Rule 1876

Deer Creek I. B. Smith
DB for y. S. L. B.